

FEB 01 2017

**MEMORANDUM OF AGREEMENT  
BETWEEN THE UNITED STATES  
ENVIRONMENTAL PROTECTION AGENCY REGION 5  
AND THE AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES LOCAL 704  
RE: MOVE OF GROSSE ILE, MI OFFICE TO ANN ARBOR, MI**

**I. PARTIES TO THIS AGREEMENT**

This Memorandum of Agreement (MOA or Agreement) is entered into, by and between the U.S. EPA Region 5 and AFGE Local 704, who are considered the 'parties' to this MOA.

**II. PURPOSE OF THIS AGREEMENT**

- A. The purpose of this MOA is to establish procedures and appropriate arrangements for the implementation of the move of the Region 5 staff from the Grosse Ile EPA facility to the EPA facility in Ann Arbor, Michigan, proposed by management to the Union on August 31, 2017.
- B. In the event (present or future) that any provision of this MOA is found to be contrary to any requirement of the Master Collective Bargaining Agreement (MCBA) applicable to the move of staff proposed by management to the Union on August 31, 2017, the MCBA shall supersede this Agreement for that specific requirement(s) only.
- C. This MOA is limited to the U.S. EPA Region 5 staff move proposed by management to the Union on August 31, 2017.

**III. ELIGIBILITY AND COVERAGE**

This MOA covers all bargaining unit employees represented by AFGE Local 704 who are impacted by the U.S. EPA Region 5 move proposed by management to the Union on August 31<sup>st</sup>, 2017, and only to the extent that it is not superseded by any national agreement.

**IV. GENERAL PROCEDURES AND APPROPRIATE ARRANGEMENTS**

The move of the U.S. EPA Region 5 staff will be governed by the provisions of this MOA, the MCBA, relevant U.S. Office of Personnel Management (OPM) regulations, and the Agency's policies and procedures for the move. The Agency shall not implement the move of the Region 5 staff in Grosse Ile, Michigan to the EPA facility in Ann Arbor, Michigan prior to or during bargaining, during impasse if a party has invoked impasse

resolution procedures, or pending the decision of a negotiability appeal unless the Agency can demonstrate implementation is required for the necessary functioning of the Agency.

The Employer agrees:

**A. General Provisions**

1. To furnish the Union with the information on the number of positions affected, names of the affected bargaining unit employees, and projected date of action.
2. Not to take any disciplinary action against employees for increased response time due to the new office location, provided established emergency response procedures are followed.
3. To meet or discuss or both as soon as possible, but not later than three (3) working days after a Union request to discuss any problems or special circumstances relating to the implementation of the move or any alleged noncompliance with this MOA. The parties may mutually agree to extend the three (3) working day timeframe. However, meetings or discussions or both under this section will not serve to delay implementation of this move.

**B. MaxiFlex**

1. Bargaining unit employees may continue on their current type of approved work schedule (i.e.: Maxiflex, CWS 5/4-9, CWS 4-10, FWS, etc. following the move. Proposed changes to schedule type (if any) shall be subject to the provisions of the November 17, 2005, Supplemental Local Agreement to Article 22, Hours of Work.

**C. Leave**

1. Leave approved by supervisors prior to the effective date of the move for bargaining unit employees affected by the move, will remain in full-force and effect after the move.

**D. Physical Move and Project Planning**

1. To furnish the union with a final rendition of the floor plan of office space as soon as it is available, but no later than seven (7) calendar days after management's receipt.
2. To hold one joint information session with the Union and affected bargaining unit employees, as mutually agreed by management and the union, for the purpose of answering questions and providing updated or additional information related to the move, at least 30 days before the move.

3. During and after the move, employees will continue to follow OWCP procedures for workplace injuries.

#### **E. Project Start-up**

1. Employees will be afforded the time needed to sort through current work space files and agency equipment. In the case of an emergency response or field work, assistance will be provided to that employee to ensure packing is completed on a timely basis.
2. The agency will provide boxes, packing slips, and supplies for shipping of files and agency equipment.
3. The agency will provide the union notification as to when and how employee files and equipment will be moved to the new location, not less than 30 days prior to the move. The union will have opportunity to provide feedback on this matter through the pre-move workgroup.
4. As vehicle testing is performed in the new office location and/or the surrounding complex, the agency will conduct a ventilation survey to ensure vehicle exhaust does not affect the new offices and common areas and to ensure that air quality meets or exceeds the standards set forth in the EPA and NIOSH recommended "Building Air Quality Guidance" <https://www.epa.gov/indoor-air-quality-iaq/office-building-occupants-guide-indoor-air-quality#building-managers-do>, and/or applicable standards.

#### **F. Common Areas and Office Equipment.**

1. The new offices and all common areas are handicap accessible.
2. A vehicle loading and unloading area will be adjacent to the equipment storage areas.
3. The storage area will be suitable for equipment storage and maintenance, including minor disassembly, repair, and charging; handling of chemical fluids such as pH and conductivity; and calibration gas. Management is aware of the need for a wash sink and will continue to make a good faith effort to provide one.
4. To conduct a lighting, air conditioning, and heating survey of new offices and all common areas to ensure the workplace meets EPA standards.
5. To conduct a fire and safety inspection of the new office and common areas to ensure applicable standards are met.
6. To provide employees with available drinking water and indoor air sampling results of the

proposed space within 30 days of agreement of this MOA. If no sampling has been done in the last 90 days, to conduct a new round of samples. Where protocols are available, the Union will be provided an opportunity to comment prior to sampling.

7. To provide a printer, copier/scanner, shredder within 50 feet of each employee's desk.

#### **G. Space, Equipment, Facilities Similar to Current**

1. The agency will provide space to store appropriate emergency response gear, including providing individual storage units for OSCs and GLNPO similar to the current individual storage lockers. The response gear space will include applicable charging stations for equipment. The storage space will be adjacent to a vehicle loading and unloading area.
2. As needed, the agency will provide telephone headsets to employees, if requested.
3. The agency will provide workstations that meet EPA Order 1000.10, *U.S. Environmental Protection Agency Office And Workstation Standards*, dated July 18, 2016. Each workstation will have electrical outlets that meet applicable local and/or national building codes and agency standards.
4. The agency will provide on-site secure and free parking for privately-owned vehicles and dedicated parking for 10 government-owned vehicles and two (2) trailers.
5. Access to facility conference rooms will be provided using the current building reservation system.
6. Access to current lavatory facilities is provided.
7. Access to a current break area in the new office facility is provided.
8. The Union will have the opportunity to participate in the selection of any new office equipment that may be purchased and supplied to employees as part of the Ann Arbor move. Participation will take place through the pre-planning workgroup or other workgroup, as agreed to by the parties.
9. The Union will have the opportunity to participate in the configuration, colors, and buildout of the pre-fab office and storage area where choices are available.
10. The Agency will provide Wi-Fi in the PortaFab area.

## **H. Project Completion**

1. It is the desire of both parties to have the cubicle selection process done before it is time for the cubicle spaces to be occupied. The Collective Bargaining Unit (CBU) employee with the greatest (most) time in service with the Government will be afforded their choice of cubicle to occupy (with the exception of the two supervisor's cubicles), with the next employee with the next most time in service with the Government allowed to select their cubicle next and so on down through the employee ranks. If any employee cannot make a selection within one business day that employee will forfeit their turn to select a cubicle and will be assigned a cubicle by the Employer. Non-bargaining unit employees will wait until all CBU employees have selected their cubicles before selecting their cubicle. The Employer will generate the seniority list (with concurrence from the Union) based on employee SCD Date-Leave for the cubicle selection process within 30 days of the scheduled move date.

## **I. Training**

1. Within 30 days after the move, sooner if possible, employees will be provided training on security, safety, procedures, and logistics of the new office location. Employees shall be provided a copy of the Emergency Occupancy Plan of the new facility.

## **V. AMENDMENTS, MODIFICATIONS AND SEVERABILITY**

### **A. Amendments and Modifications**

This MOA may be amended only with the joint written agreement of the parties.

### **B. Severability**

In the event that any provision (section, paragraph, sentence, etc.) of this MOA is held invalid by any arbitrator, court, regulation, rule or statute, the remaining provisions of this MOA shall not be held invalid and shall remain in full force and effect. The Union and the Employer shall meet or discuss or both as soon as possible, but not more than five (5) working days, and attempt to renegotiate any provision found invalid. The five (5) working day timeframe may be extended by mutual agreement only.

## **VI. EFFECTIVE DATE**

### **A. Effective Date/Agency Head Review**

1. This MOA shall be effective on the date it is signed, subject to Agency Head Review. However, this Agreement shall take effect on the 31st day following execution if no action is taken by the Agency Head by that date.

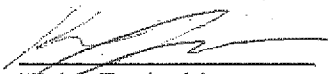
2. If, as a result of Agency Head Review, a proposal or section of this MOA is disapproved, the parties shall exchange proposals and negotiate the affected proposal or section of this MOA within thirty (30) calendar days of the Agency's notification.
3. An item returned by Agency-head review shall permit the parties, at the request of either party, to renegotiate that item and all related items and provisions that are directly affected, to the extent negotiations of that item are permitted by law.

**VII. SIGNATURE/DATE**

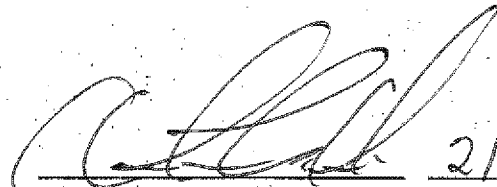
The parties agree to this MOA as written above.

**FOR AFGE Local 704:**

**FOR the Employer:**

  
 Keith Fusinski  
 Chief Negotiator,  
 AFGE Local 704

11/31/2018  
 Date

  
 Charles "Marc" Colvin  
 Chief Negotiator,  
 U.S. EPA Region 5

2/1/2018  
 Date